

AMENDMENT NUMBER FIVE
TO AN AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS (CITY)
AND
HNTB CORPORATION (CONSULTANT)
FOR
ENGINEERING
DESIGN SERVICES

Made as of the _____ day of _____ in the year Two Thousand Ten:

BETWEEN the City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5400
Facsimile: (972) 292-5016

and the Consultant: **HNTB Corporation**
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093
Telephone: (972) 661-5626
Facsimile: (972) 661-5614

for the following Project: **Design and Bid Package Preparation for Stonebrook Parkway and Legacy Drive Improvements**

The City and Consultant agree as set forth below.

THIS AMENDMENT NUMBER FIVE is made and entered by and between the City of Frisco, Texas, a Home-Rule Municipal Corporation, hereinafter referred to as the "City," and HNTB Corporation, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein the "Amendment Number Five."

WHEREAS, the City and Consultant entered into that certain Agreement for professional engineering services to design and/or prepare construction documents for the Stonebrook Parkway and Legacy Drive Improvements, dated June 20, 2006, which

agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Agreement;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number One to the Agreement, dated February 8, 2007, for the purpose of extending the scope of the Project (defined in the Agreement) to include Additional Services for the completion of a design addition requested by the City; revising the Consultant's Fee (defined in the Agreement) to include the provision of the Additional Services relating to the design addition requested by the City; and revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement) allocated for the completion of the Record Documents for the Project, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Amendment Number One;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number Two to the Agreement, dated July 19, 2007, for the purpose of extending the scope of the Project (defined in the Agreement and amended by Amendment Number One) to include Additional Services for the completion for a design revision requested by the City; extending the Project schedule (defined in the Agreement); referencing the Additional Services in relation to the Project Schedule (defined in the Agreement); revising the Consultant's Fee (defined in the agreement and amended by Amendment Number One) to include the provision of the Additional Services relating to design revisions requested by the City; revising the amount of the final payment of the Consultant's Fee (defined in the Agreement) allocated towards the completion of the Record Documents for the Project; revising the percentage of Consultant's Fee (defined in the Agreement and amended by Amendment Number One) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); referencing the Additional Services for the Project (dated December 20, 2006 and June 29, 2007) in relation to the Consultant's submission of invoices to the City for work on the Project; and referencing the Additional Services for the Project (dated December 20, 2006 and June 29, 2007) in relation to the City's ownership of the Project Documents, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Amendment Number Two;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number Three to the Agreement, dated November 26, 2007, for the purpose of revising the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two); revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two) allocated towards the completion of the Record Documents for the Project; and revising the percentage of the Consultant's Fee (defined in the Agreement and amended by amendment Number Two) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring

the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"), which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Amendment Number Three;" and

WHEREAS, the City and Consultant entered into that certain Amendment Number Four to the Agreement, dated April 15, 2008, for the purpose of extending the scope of the Project (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two); extending the Project schedule (defined in the Agreement and amended by Amendment Number Two); referencing the Additional Services in relation to the Project schedule (defined in the Agreement); revising Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three) to include the provision of the Additional Services; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three) allocated towards the completion of the Record Documents for the Project; revising the percentage of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); referencing the Additional Services for the Project (dated December 20, 2006, June 29, 2007 and March 18, 2008) in relation to the Consultant's submission of invoices to City for work on the Project; and referencing the Additional Services for the Project (dated December 20, 2006, June 29, 2007 and March 18, 2008) in relation to the City's ownership of the Project Documents, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Amendment Number Four;" and

WHEREAS, the City and Consultant desire to amend the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three and/or Amendment Number Four for the purpose of extending the scope of the Project (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Four); extending the Project schedule (defined in the Agreement and amended by Amendment Number Two and amended by Amendment Number Four); referencing the Additional Services in relation to the Project schedule (defined in the Agreement and amended by Amendment Number Four); revising the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three and amended by Amendment Number Four) to include the provision of the Additional Services; revising the percentage of the final payment of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three and amended by Amendment Number Four) allocated

towards the completion of the Record Documents for the Project; revising the percentage of the Consultant's Fee (defined in the Agreement and amended by Amendment Number One and amended by Amendment Number Two and amended by Amendment Number Three and amended by Amendment Number Four) allocated towards the completion of the requirements associated with the Texas Architectural Barriers Act (the "Barriers Act") and ensuring the City's receipt of the Notice of Substantial Compliance for the Project, issued by the Texas Department of Licensing and Regulation (the "TDLR"); referencing the Additional Services for the Project (dated December 20, 2006, June 29, 2007, March 18, 2008 and December 17, 2009) in relation to the Consultant's submission of invoices to City for work on the Project; and referencing the Additional Services for the Project (dated December 20, 2006, June 29, 2007, March 18, 2008 and December 17, 2009) in relation to the City's ownership of the Project documents, which agreement is incorporated herein by reference as if fully set forth herein, hereinafter referred to as the "Amendment Number Five," and

WHEREAS, the City and Consultant desire to amend the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three and/or Amendment Number Four as hereinafter set forth.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, the mutual benefits to be obtained hereby and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant do mutually agree as follows:

1. **Additional Project Services.** City and Consultant agree that this Amendment Number Five amends the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three and/or Amendment Number Four for the purpose of, among other things, establishing additional Project services to be performed by Consultant, as more particularly described in the following exhibits, attached hereto and incorporated herein for all purposes:
 - a. Exhibit "N," Scope of Additional Services, dated December 17, 2009.
 - b. Exhibit "O," Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated December 17, 2009.
2. **Amendment to Agreement, Article 1, Section 1.3, Schedule of Work.** Article 1, Section 1.3 of the Agreement is hereby amended as follows:
 - "1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached

hereto as Exhibit "B," the Completion Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions and Design Additions requested by City, dated December 20, 2006 as set forth in Exhibit "I," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 29, 2007 as set forth in Exhibit "K," **and** the Compensation Schedule, Project Billing / Project Budget for Additional Services, dated March 17, 2008 as set forth in Exhibit "M" **and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated December 17, 2009 as set forth in Exhibit "O"** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than ~~April 1, 2010~~ **March 31, 2012.**"

3. **Amendment to Agreement, Article 3, Section 3.1, Consultant's Compensation.** Article 3, Section 3.1 of the Agreement is hereby amended as follows:

"3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be on a lump sum, **cost-plus multiplier**, unit cost and hourly basis, for an amount not to exceed ~~One Million One Hundred Seventy-Six Thousand Four Hundred Thirty-Nine and 00/100 Dollars (\$1,176,439.00)~~ **One Million Four Hundred Fifty-Seven Thousand Eight Hundred Fifty-Four and 50/100 Dollars (\$1,457,854.50)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions and Design Additions Requested by City, dated December 20, 2006 as set forth in Exhibit "I," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 29, 2007 as set forth in Exhibit "K," **and** the Compensation Schedule / Project Billing / Project Budget for Additional Services, dated March 17, 2008, as set forth in Exhibit "M," **and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated December 17, 2009 as set forth in Exhibit "O."** Tasks One (1), Two (2), Three (3), Four (4), Five (5), Six (6) shall be completed on a lump sum basis, for an amount not to exceed Eight Hundred Three Thousand One Hundred Eighty-One and 00/100 Dollars (\$803,181.00). Tasks Seven (7), Nine (9), Ten (10) and Eleven (11) shall be completed on an hourly basis for an amount not to exceed Seventy Two Thousand Nine Hundred Forty-Nine and

00/100 Dollars (\$72,949.00). Task Eight (8) shall be completed on a unit cost basis, within the budgetary amounts as stated in Exhibit "B," and consisting of Right-of-Way and Land Transfer Parcels to be completed at a rate of Seven Hundred Seventy-Five and 00/100 Dollars (\$775.00) per unit, and Temporary Construction Easements to be completed at a rate of Seven Hundred Seventy-Five and 00/100 Dollars (\$775.00) per unit. Task Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), and Seventeen (17) shall be completed on a lump sum basis, for an amount not to exceed One Hundred Fifteen Thousand Fifty-Four and 00/100 Dollars (\$115,054.00). Task Eighteen (18) shall be completed on a unit cost basis, within the budgetary amounts as stated in Exhibit "I," and consisting of having a flagman on-site while completing survey work within the BNSF Railroad right-of-way at a rate of Eight Hundred and 00/100 Dollars (\$800.00) per day. Tasks Nineteen (19), Twenty (20), Twenty-One (21) and Twenty-Two (22) shall be completed on a lump sum basis, for an amount not to exceed Twenty Thousand Three Hundred Fifty and 00/100 Dollars (\$20,350.00). Tasks Twenty-Three (23), Twenty-Four (24), Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Thirty-Three (33) shall be completed on a lump sum basis, for an amount not to exceed ~~Sixty-Seven Thousand Seven Hundred Twenty and 00/100 Dollars (\$67,720.00)~~ Seventy-Three Thousand Nine Hundred Fifteen and 00/100 Dollars (\$73,915.00). Task Twenty-Eight (28) shall be completed on a unit cost basis, within the budgetary amounts as stated in Exhibit "M," and consisting of additional Right-of-Way documents to be completed at a rate of Seven Hundred Fifty-Five and 00/100 Dollars (\$755.00) per unit. Tasks Twenty-Nine (29), Thirty (30), Thirty-One (31) and Thirty-Two (32) shall be completed on an hourly basis, within the budgetary amounts as stated in Exhibit "M." Tasks Thirty-Four (34), Thirty-Five (35), Thirty-Six (36), Thirty-Seven (37) and Forty (40) shall be completed on a lump sum basis, for an amount not to exceed Two Hundred Forty-Seven Thousand Seven Hundred Fifteen and 50/100 Dollars (\$247,715.50). Tasks Thirty-Eight (38) and Thirty-Nine (39) shall be completed on a cost-plus multiplier basis, for an amount not to exceed Twenty-Six Thousand One Hundred Ninety and 00/100 Dollars (\$26,190.00)."

4. Amendment to Agreement, Article 3, Section 3.1.1, Completion of Record Documents. Article 3, Section 3.1.1 of the Agreement is hereby amended as follows:

"...3.1.1 Completion of Record Documents – City and Consultant agree that the completion of the Record Documents and/or "As-

Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to the payment of the final ~~three and three-four tenths percent (3.4%)~~ **two and seven tenths percent (2.7%)** of the Consultant's Fee, or Forty Thousand Two Hundred Thirteen and 00/100 Dollars (\$40,213.00). The electronic formatting shall be consistent with the standards established in Exhibit "C," City of Frisco Guidelines for Computer Aided Drafting and Design ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement."

5. **Amendment to Agreement, Article 3, Section 3.1.4.6, TDLR Notice of Substantial Compliance.** Article 3, Section 3.1.4.6 of the Agreement is hereby amended as follows:

"...3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed Project has had a satisfactory inspection, or Consultant has submitted verification of corrective modifications. City and Consultant agree that the final ~~six and one-tenth percent (6.1%)~~ **five and two-tenths percent (5.2%)** of Consultant's Fee allocated for the design of the roadway portion of the Project, or Twenty-Eight Thousand Two Hundred Fifteen and 00/100 Dollars (\$28,215.00) shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all Project components and/or phases of the Project."

6. **Amendment to Agreement, Article 3, Section 3.2, Direct Expenses.** Article 3, Section 3.2 of the Agreement is hereby amended as follows:

"3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions and Design Additions Requested by City, dated December 20, 2006 as set forth in Exhibit "I," the Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 29, 2007 as set forth in Exhibit "K," **and** the

Compensation Schedule / Project Billing / Project Budget for Additional Services, dated March 17, 2008 as set forth in Exhibit "M," **and the Compensation Schedule / Project Billing / Project Budget for the Scope of Additional Services, dated December 17, 2009** and consistent with Exhibit "D," City of Frisco Guidelines for Direct Expenses; General and Administrative Markup; and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment."

7. **Amendment to Agreement, Article 3, Section 3.4, Invoices.** Article 3, Section 3.4 of the Agreement is hereby amended as follows:

"3.4 **Invoices** – No payment to the Consultant shall be made until the Consultant tenders an invoice to the City. The Consultant shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon the completion of each individual task listed in Exhibit "B," Exhibit "I," Exhibit "K," **and Exhibit "M," and Exhibit "O."** On all submitted invoices for services rendered and work completed on a monthly basis, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background materials shall include, but are not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges."

8. **Amendment to Agreement, Article 4, Section 4.1, Documents Property of the City.** Article 4, Section 4.1 of the Agreement is hereby amended as follows:

"4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps or any information as defined in Exhibit "A," Exhibit "H," Exhibit "J," **and Exhibit "L," and Exhibit "N."** Upon completion of

the work, or any earlier termination of this Agreement under Article 3 and/or Article 8, Consultant will revise plans, data, documents, maps and any other information as defined in Exhibit "A," Exhibit "H," Exhibit "J," ~~and~~ Exhibit "L" and Exhibit "N" to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8, and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant's permission for any purpose not relating to the Project, including, but not limited to, completion of the Project and/or any additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at the City's own risk."

9. **Amendment to Agreement, Exhibit "B," Compensation Schedule / Project Billing / Project Budget.** Exhibit "B," Section I of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
June 20, 2006	--	City executes Agreement and Issues Notice to Proceed to Consultant.
July 7, 2006	--	Consultant's receipt of fully executed Agreement.
December 1, 2006	\$ 35,000.00	Task Six, Geotechnical Investigation (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
September 12, 2008 <u>June 25, 2010</u>	\$ 666,361.00	Task One, Design Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
September 12, 2008	\$ 6,900.00	Task Eight, ROW and Easements (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).

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MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
June 1, 2009 <u>September 15, 2009</u>	\$ 5,838.00	Task Nine, Environmental Data Collection & Summary (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
June 1, 2009 <u>September 15, 2009</u>	\$ 11,628.00	Task Ten, Jurisdictional Determination (JD) Report (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
June 1, 2009 <u>September 15, 2009</u>	\$ 17,022.00	Task Eleven, Nationwide Permit (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
September 12, 2008 <u>January 31, 2011</u>	\$ 17,114.00	Task Two, Bid Phase Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
March 1, 2010 <u>February 29, 2012</u>	\$ 19,318.00	Task Four, Construction Administration (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
December 1, 2008 <u>February 29, 2012</u>	\$ 38,461.00	Task Seven, Meetings and Coordination (Task Completed and all task-related deliverables completed as stated in Exhibit "A," <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
December 1, 2008 <u>February 29, 2012</u>	\$ 28,215.00 (6.1% <u>5.2%</u> of Consultant's Fee allocated for Roadway Design)	Task Three, TDLR Notice of Substantial Compliance.

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MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
April 1, 2010 <u>March 31, 2012</u>	\$ 37,173.00 (3.4% <u>2.7%</u> of Consultant's Fee)	Task Five, Completion of Record Documents.
July 1, 2006 through March 1, 2010 <u>February 29, 2012</u>	\$ 18,000.00 (Not-to-Exceed)	Reimbursement of Direct Expenses within the line-item amounts as stated in Exhibit "B" and consistent with the Guidelines as stated in Exhibit "D."
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	\$ 901,030.00	--

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10. Amendment to Agreement, Exhibit "I," Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions and Design Additions Requested by City, dated December 20, 2006. Exhibit "I," Section I of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
February 6, 2007	--	City Council approval of Amendment Number One; City issues Notice to Proceed to Consultant.
February 20, 2007	--	Consultant's receipt of fully executed Amendment Number One.
September 12, 2008 <u>June 25, 2010</u>	\$ 17,427.00	Task Twelve, Pavement Subgrade Design Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A," and <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
September 12, 2008 <u>June 25, 2010</u>	\$ 31,106.00	Task Thirteen, Cabazon Drive Design (Task Completed and all task-related deliverables completed as stated in Exhibit "A," and <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).

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MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
July 1, 2008	\$ 7,880.00	Task Fourteen, Conveyance Plat for Stonebrook Drive Right-of-Way (Task Completed and all task-related deliverables completed as stated in Exhibit "A," and <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
July 1, 2008	\$ 5,575.00	Task Fifteen, Completion of Requirements for Work within the BNSF Railroad Right-of-Way (Task Completed and all task-related deliverables completed as stated in Exhibit "A," and <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
July 1, 2008 <u>September 15, 2009</u>	\$ 53,066.00	Task Sixteen, Additional Jurisdictional Determination (JD) Report, and Task Seventeen, Additional Nationwide Permit (NWP) (Task Completed and all task-related deliverables completed as stated in Exhibit "A," and <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
July 1, 2008	\$ 16,000.00	Task Eighteen, Completion of work within the BNSF Railroad Right-of-Way (Task Completed and all task-related deliverables completed as stated in Exhibit "A," and <u>Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N"</u> and accepted by the City).
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	\$ 131,054.00	--

11. Amendment to Agreement, Exhibit "K," Compensation Schedule / Project Billing / Project Budget for Additional Services to Complete Design Revisions Requested by City, dated June 29, 2007. Exhibit "K," Section I of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
July 17, 2007	--	City Council approves a Resolution authorizing the City Manager to execute Amendment Number Two; City issues Notice to Proceed to Consultant.
July 31, 2007	--	Consultant's receipt of fully executed Amendment Number Two.
July 1, 2008 <u>June 25, 2010</u>	\$ 10,440.00	Task Nineteen, Design Services (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H</u> " and Exhibit " <u>J,</u> " Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
September 12, 2008 <u>January 31, 2011</u>	\$ 5,450.00	Task Twenty, Bid Phase Services (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H</u> " and Exhibit " <u>J,</u> " Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
March 1, 2010 <u>February 28, 2012</u>	\$ 1,430.00	Task Twenty-One, Construction Administration Services (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H</u> " and Exhibit " <u>J,</u> " Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
April 1, 2010 <u>March 31, 2012</u>	\$ 3,030.00 (Final 15% of Consultant's Fee for Additional Services, dated June 29, 2007)	Task Twenty-Two, Completion of Record Documents (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H,</u> " Exhibit " <u>J,</u> " Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
TOTAL CONSULTANT'S FEE (LUMP SUM, NOT-TO- EXCEED)	\$ 20,350.00	--

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12. Amendment to Agreement, Exhibit "M," Compensation Schedule / Project Billing / Project Budget for Scope of Additional Services, dated March 17, 2008. Exhibit "M," Section I of the Agreement is hereby amended as follows:

"I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
April 1, 2008	--	City Council approval of a Resolution authorizing the City Manager to execute Amendment Number Four; City issues Notice to Proceed to Consultant.
April 15, 2008	--	Consultant's receipt of fully executed Agreement.
September 12, 2008 <u>June 25, 2010</u>	\$ 39,102.00	Task Twenty-Three, Hydraulic Design (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A</u> ," Exhibit " <u>H</u> ," Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
September 12, 2008 <u>June 25, 2010</u>	\$ 11,215.00	Task Twenty-Four, Additional Sanitary Sewer Design (Task Completed and all task-related deliverables completed as stated in Exhibit "A", Exhibit "H," Exhibit "J" and Exhibit "L" and Exhibit "N" and accepted by the City).
September 12, 2008 <u>June 25, 2010</u>	\$ 7,340.00	Task Twenty-Five, Gabion Design between the Culverts (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A</u> ," Exhibit " <u>H</u> ," Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
May 31, 2008	\$ 3,935.00	Task Twenty-Six, Additional Rail Insurance (Task Completed and all task-related deliverables completed as stated in Exhibit "L" and accepted by the City).

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MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
September 12, 2008 <u>June 25, 2010</u>	\$ 6,128.00	Task Twenty-Seven, Hike and Bike Trail Design (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H,</u> " Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
September 12, 2008	\$ 6,040.00	Task Twenty-Eight, Additional Right-of-Way Documents (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H,</u> " Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
June 1, 2009 <u>September 15, 2009</u>	\$ 14,270.00	Task Twenty-Nine, USACE Approved JD Forms as specified in <u>Rapanos</u> Guidance Developed by USACE (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H,</u> " Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
September 12, 2008 <u>September 15, 2009</u>	\$ 6,960.00	Task Thirty, Environmental Coordination for Additional Sanitary Sewer Design – Section 404 Permitting (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H,</u> " Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and accepted by the City).
June 1, 2009 <u>September 15, 2009</u>	\$ 11,090.00	Task Thirty-One, Preparation of the Public Notice (PN) for the USACE and Response to the Public Notice Comments (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A,</u> " Exhibit " <u>H,</u> " Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).

...

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
June 1, 2009 <u>February 29, 2012</u>	\$ 10,380.00	Task Thirty-Two, Environmental Oversight during Construction Phase (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A</u> ," Exhibit " <u>H</u> ," Exhibit " <u>J</u> " and Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
September 12, 2008	\$ 6,195.00	Task Thirty-Three, Archeological Survey (Task Completed and all task-related deliverables completed as stated in Exhibit " <u>A</u> ," Exhibit " <u>H</u> ," Exhibit " <u>J</u> ," Exhibit " <u>L</u> " and Exhibit " <u>N</u> " and accepted by the City).
April 1, 2008 through June 1, 2009 <u>February 29, 2012</u>	\$ 1,350.00	Reimbursement of Direct Expenses within the line-item amounts as stated in Exhibit "M" and consistent with the Guidelines as stated in Exhibit "D."
TOTAL CONSULTANT'S FEE (Not-to-Exceed)	\$ 124,005.00	--

13. **Complete Agreement.** This Amendment Number Five, including the exhibits attached hereto and labeled "N" through "O," both of which are incorporated herein for all purposes, constitutes the entire Agreement by and between the parties regarding the subject matter hereto and supersedes all prior and/or contemporaneous written and/or oral understandings. This Amendment Number Five may not be amended, supplemented and/or modified except by written agreement duly executed by both parties. Exhibits "N-O" are attached hereto and made a part of the Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three and Amendment Number Four.
14. **Counterparts.** This Amendment Number Five may be executed in a number of identical counterparts. If so executed, each of such counterparts is deemed an original for all purposes, and all such counterparts shall, collectively, constitute one Amendment Number Five. A facsimile signature will also be deemed to constitute an original if properly executed.

15. **Controlling Agreement.** To the extent any provision contained herein conflicts with the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three and/or Amendment Number Four, the provisions contained herein shall supersede such conflicting provisions contained in the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three and/or Amendment Number Four.
16. **Defined Terms / Ratification of Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three and Amendment Number Four.** Any term not defined herein shall be deemed to have the meaning ascribed to it under the Agreement and/or Amendment Number One and/or Amendment Number Two and/or Amendment Number Three and/or Amendment Number Four.
17. **Authority to Execute.** The individuals executing this Amendment Number Five represent and warrant that they are empowered and duly authorized to so execute this Amendment Number Five on behalf of the parties they represent.
18. **Entire Agreement / Amendment Number One / Amendment Number Two / Amendment Number Three / Amendment Number Four.** This Amendment Number Five, the Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three and Amendment Number Four embody the entire Agreement by and between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof. This Amendment Number Five may only be amended by written agreement duly executed by all parties hereto.
19. **Venue.** The Agreement, Amendment Number One, Amendment Number Two, Amendment Number Three, Amendment Number Four and this Amendment Number Five shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
20. **Assignment.** This Amendment Number Five may not be assigned except as authorized in the Agreement.
21. **Appropriation of Funds.** Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2009-2010 fiscal year. City will give Consultant sixty (60) days notice if funds for City's performance are not budgeted to continue beyond that time.

City shall have no liability for payment of any money for services performed after the end of City's 2009-2010 fiscal year unless and until such funds are budgeted.

IN WITNESS HEREOF, the parties have executed this Amendment Number Five to the Agreement, and caused this Amendment Number Five to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY

The City of Frisco, Texas

By: _____

Name: George Purefoy

Title: City Manager

CONSULTANT

HNTB Consultant

By: _____

Name: Benny D. Holder, Jr.

Title: Vice President

APPROVED AS TO FORM:



Abernathy, Roeder, Boyd & Joplin, P.C.

STATE OF TEXAS:

COUNTY OF COLLIN:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **GEORGE PUREFOY**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 2010.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: _____

STATE OF TEXAS:

COUNTY OF Collin:

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED Jerry D. Holder, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 12th DAY OF January, 2010.

Gloria E. Martinez

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: May 01, 2013

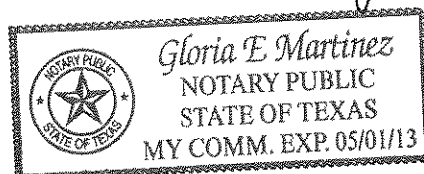


EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

**Amendment Number Five to an Agreement
by and between the City of Frisco, Texas (City)
and HNTB Corporation (Consultant)
to perform Additional Design Services for
Stonebrook Parkway (Legacy Drive to Longhorn Trail)**

I. PROJECT DESCRIPTION.

Additional engineering design services are required to complete the Project in coordination with the Grand Park Design and the Stewart Creek Drainage Master Plan. The Additional Services primarily address the drainage system and outfall to Tributary 3, as well as other design components including landscaping, 404 Permit Revisions, Survey and Geotechnical Services, Environmental Review and Irrigation Design.

II. TASK SUMMARY, ADDITIONAL BASIC SERVICES.

A. Task Thirty-Four, Design Revisions.

34.1 Additional Services, Drainage.

- 34.1.1 Provide conceptual layout for three (3) culvert design alternatives.
- 34.1.2 Design selected culvert alternative.
- 34.1.3 Revise roadway cross sections to remove open channel alternative.
- 34.1.4 Evaluate culverts under existing railroad trestle for revised flow.
- 34.1.5 Design drainage facilities to collect runoff from the east side of the Railroad and outfall to Tributary 3.
- 34.1.6 Coordinate with the Grand Park Design and Stewart Creek Master Plan design engineers on the Hydrologic and Hydraulic analysis for the Stewart Creek corridor.
- 34.1.7 Revise Construction Phasing plans.
- 34.1.8 Revise quantities and Consultant's Opinion of Probable Construction Cost (OPCC) estimates.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

34.2 Other Additional Services.

- 34.2.1 Design the right turn lane for access to Fighting Eagles Lane.
- 34.2.2 Design the Hike and Bike Trail System including lighting service connections at the bridge crossing for Stewart Creek.
- 34.2.3 Reconcile plats for Legacy Christian Academy and Fighting Eagles Lane and include additional easements needed for the revise drainage design.
- 34.2.4 Revise and verify wall design based on data received from new borings.
- 34.2.5 Revise the City pedestrian bridge standard.
- 34.2.6 Coordinate with BNSF Railroad regarding the existing railroad bridge removal.
- 34.2.7 Coordinate with BNSF Railroad for the potential purchase of the railroad spur-track.
- 34.2.8 Revise Contract Documents, including Technical Specifications.
- 34.2.9 Revise plans to show the abandonment of the sanitary sewer on the east side of the BNSF Railroad, south of Stonebrook Parkway.
- 34.2.10 Evaluate the use of gabions versus concrete rip-rap under the Stonebrook Bridge at Stewart Creek and provide documentation to the City summarizing results.
- 34.2.11 Modify aesthetics for bridge, railing, retaining wall finish and median pavers.
- 34.2.12 Add an alternate for bidding the Project as a six (6) lane roadway.
- 34.2.13 Revise median noses on Legacy Drive to provide space for the crosswalk.
- 34.2.14 Review Individual Permit Terms and Conditions.
- 34.2.15 Incorporate Individual Permit Terms and Conditions into the final design plans and specifications.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

34.3 Additional Services, Landscaping.

34.3.1 *Construction Documents.*

34.3.1.1 Prepare a landscape plan including solid sod areas and locating shade and ornamental trees for installation within the median. Plans will include notes, specifications, quantities and installation details.

34.3.1.2 Oversee the irrigation sub-consultant for tree bubbler design to include layout of bubblers, notes, specifications and installation details. The irrigation plans will be incorporated into the design plans for Stonebrook Parkway. Controller or Master Controller for irrigation system is not included.

34.3.1.3 Two (2) meetings are included in the Scope of Additional Services: one (1) meeting to be held with City staff, and one (1) meeting to be held with the Home Owners Association(s).

34.3.2 *Quantities.*

34.3.2.1 Determine quantities and provide a Consultant's OPCC based on the Landscape and Irrigation Plans.

34.3.3 *Construction Observation and Administration.*

34.3.3.1 Visit local nursery to identify planting materials.

34.3.3.2 Review and respond to up to four (4) Landscape and Irrigation Request for Information (RFI) submittals.

34.3.3.3 Perform two (2) site visits; one will be performed at ninety-percent (90%) completion of design and one at final completion of design.

B. Task Thirty-Five, Section 404 Permit Application Revisions.

35.1 Additional Services, Section 404 Individual Permit.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

- 35.1.1 Visit Project site to determine environmental conditions relating to drainage design revisions.
- 35.1.2 Review the comments received for the 404 Individual Permit Terms and Conditions. Revise the Individual Permit Application and supporting information to include the Project design revisions and incorporate information addressing the previous United States Army Corps of Engineers (USACE) during the Individual Permit Application evaluation process.
- 35.1.3 Revise the Section 404 Individual Permit Application to include design revisions and incorporate comments into the Construction Plans and Specifications, as determined appropriate by City and Consultant. Coordinate the revised Individual Permit Application with the City and Grand Park Design Engineer for the City's review and comment. Revise the Individual Permit Application based upon the City's review comments. Transmit the revised Individual Permit Application to the USACE. Perform ongoing coordination with the USACE during the Individual Permit Application Evaluation Process.
- 35.1.4 Coordinate the revised permit submittal with the City, USACE and Grand Park Design Engineer. Prepare and coordinate an updated USACE Public Notice addressing the Project revisions. Provide the draft Public Notice to the City for review and comment. Revise the draft Public Notice based upon the City's comments and transmit the draft Public Notice to the USACE.
- 35.1.5 Revise the Public Notice and address comments, if applicable. Review the Individual Permit Terms and Conditions upon receipt of the Individual Permit from the USACE and coordinate with the City regarding the Individual Permit Terms and Conditions. Incorporate the Individual Permit Terms and Conditions into the Construction Plans and Specifications, as determined appropriate by City and Consultant.

III. TASK SUMMARY, ADDITIONAL SPECIAL SERVICES.

A. Task Thirty-Six, Additional Surveying Services.

36.1 Additional Services, Drainage.

- 36.1.1 Provide additional topographic survey for the design of the box culvert outfall.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

36.2 Additional Services, Stonebrook Parkway Plat.

- 36.2.1 Update the Right-of-Way for Stonebrook Parkway, incorporating the latest roadway alignment and necessary easements (sidewalk and Homeowner's Association (HOA)) associated with Stonebrook Parkway not included in the most recent plat filed by adjacent landowners.

B. Task Thirty-Seven, Additional Geotechnical Services.

- 37.1 Additional soil borings are needed to assist in the design of the box culverts and headwall structures. In addition, soil borings are required for the retaining walls that are to be constructed under the BNSF Railroad. The additional Geotechnical Services are to provide six (6) borings for the box culvert and headwalls and eight (8) borings for the retaining walls. A global stability analysis will also be provided.

C. Task Thirty-Eight, Environmental Review.

38.1 Additional Services, North Central Texas Council of Governments (NCTCOG) Environmental Review.

- 38.1.1 Prepare required documentation for NCTCOG Environmental Review, including:

38.1.1.1 Review the NCTCOG document "Environmental Review Process for Local Governments," including the Environmental Review Form stating the requirements, and perform additional site visit to collect and compile data required to complete the Environmental Review Form.

38.1.1.2 Prepare Draft Environmental Review Form for submittal to the City for review and comment. Revise the Environmental Form per the City's review comments. Consultant will address up to one (1) round of comments from the City in preparation for submittal to NCTCOG.

38.1.1.3 Prepare Final Draft Environmental Review Form for submittal to NCTCOG for review and approval. Revise Environmental Review Form per NCTCOG comments. Consultant will address up to one (1) round of comments from NCTCOG.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

D. Task Thirty-Nine, Section 404 Offsite Mitigation Feasibility, Cottonwood Creek.

- 39.1 The Cottonwood Creek corridor from Teel Parkway to the Dallas North Tollway (DNT) will be evaluated to determine the feasibility of the offsite environmental mitigation as related to the USACE Individual Permit Application.
 - 39.1.1 Perform a field investigation and desktop evaluation to collect data for a mitigation feasibility determination. The field investigation will be limited to two (2) days. A technical memorandum addressing preliminary mitigation enhancement and preservation opportunities for the Cottonwood Creek corridor will be prepared. The technical memorandum will include exhibits illustrating potential mitigation enhancement locations for wetlands, ponded / pooling areas, bank stabilization, riparian habitat enhancement and mitigation features.
 - 39.1.2 Meet with the City to discuss the results of the corridor assessment and review the technical memorandum.
 - 39.1.3 Meet with the USACE Fort Worth District to discuss mitigation options and obtain acceptance for their consideration of the offsite mitigation to compensate for the aquatic impacts resulting from the construction of Stonebrook Parkway. Activities associated with this task will include the preparation and coordination of a meeting, preparation of graphic illustrations and the preparation and distribution of meeting minutes. Based on the USACE's mitigation sequencing process, the USACE cannot agree nor approve upfront the acceptance of offsite mitigation. Rather, they will consider the mitigation proposal during the permit evaluation process in determining the mitigation requirements for the Project.
 - 39.1.4 The City will provide a right of entry for the Consultant in order to facilitate the field investigation of the Cottonwood Creek corridor.

E. Task Forty, Irrigation Design.

40.1 Additional Services, Irrigation Design.

- 40.1.1 Provide irrigation design for tree bubbler system including layout of bubblers, notes, specifications and installation details.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

IV. ITEMS NOT INCLUDED IN THE SCOPE OF ADDITIONAL SERVICES. City and Consultant agree that the following services are beyond the Scope of Additional Services described in the tasks above. However, Consultant can provide these if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

- A. **Task Thirty-Nine, Section 404 Offsite Mitigation Feasibility, Cottonwood Creek.** Consultant's Fee does not include public coordination.
- B. **Task Forty, Irrigation Design.** Controller or Master Controller for the irrigation system is not included in the irrigation design.

V. DELIVERABLES.

- A. **Required Deliverables.** At the completion of Tasks Thirty-Four (34) through Forty (40), Consultant shall ensure the delivery of the following products to the City:
 - 1. **Task Thirty-Four, Design Revisions.** Final Plans, Specifications and Cost Estimates.
 - 2. **Task Thirty-Five, Section 404 Permit Application Revisions.** Revised Section 404 Individual Permit Application.
 - 3. **Task Thirty-Six, Additional Surveying Services.** Electronic survey data.
 - 4. **Task Thirty-Six, Additional Surveying Services.** Revised plat of Stonebrook Parkway.
 - 5. **Task Thirty-Seven, Additional Geotechnical Services.** Final Geotechnical Report.
 - 6. **Task Thirty-Eight, Environmental Review.** Completed Environmental Review Form from NCTCOG's "Environmental Review Process for Local Projects" and attachments.
 - 7. **Task Thirty-Nine, Section 404 Offsite Mitigation Feasibility, Cottonwood Creek.** Cottonwood Creek Mitigation Feasibility Technical Memorandum.
 - 8. **Task Thirty-Nine, Section 404 Offsite Mitigation Feasibility, Cottonwood Creek.** Meeting Minutes documenting the Consultant's meeting with the USACE.
 - 9. **Task Forty, Irrigation Design.** Final Irrigation Plans.

EXHIBIT "N"
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

VI. PROJECT LABOR ALLOCATION.

Task	Task Description	Labor Hours
<i>TASK 34</i>	Design Revisions.	1,331.0
<i>TASK 35</i>	Section 404 Permit Application Revisions.	292.0
<i>TASK 36</i>	Additional Surveying Services.	Subconsultant
<i>TASK 37</i>	Additional Geotechnical Services.	Subconsultant
<i>TASK 38</i>	Environmental Review.	113.0
<i>TASK 39</i>	Section 404 Offsite Mitigation Feasibility, Cottonwood Creek.	130.0
<i>TASK 40</i>	Irrigation Design.	Subconsultant
<i>GRAND TOTAL – PROJECT LABOR HOURS</i>		<i>1,866.0</i>

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET FOR
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

Amendment Number Five to an Agreement
by and between the City of Frisco, Texas (City)
and HNTB Corporation (Consultant)
to perform Additional Design Services for
Stonebrook Parkway (Legacy Drive to Longhorn Trail)

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
January 19, 2010	--	City Council approval of a Resolution authorizing the City Manager to execute the Amendment Number Five; City issues Notice to Proceed to Consultant.
February 2, 2010	--	Consultant's receipt of fully executed Amendment Number Five.
March 5, 2010	\$ 11,705.50	Task Thirty-Six, Additional Surveying Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).
March 26, 2010	\$ 33,967.00	Task Thirty-Seven, Additional Geotechnical Services (Task Completed and all task-related deliverables complete as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).
April 2, 2010	\$ 12,960.00	Task Thirty-Five, Section 404 Permit Application Revisions (40% Completion) (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET FOR
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
May 21, 2010	\$ 11,550.00	Task Thirty-Eight, Environmental Review (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).
June 25, 2010	\$ 167,143.00	Task Thirty-Four, Design Services (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).
June 25, 2010	\$ 2,500.00	Task Forty, Irrigation Design (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).
December 24, 2010	\$ 19,440.00	Task Thirty-Five, Section 404 Permit Application Revisions (60% Complete) (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).
December 24, 2010	\$ 14,640.00	Task Thirty-Nine, Section 404 Offsite Mitigation Feasibility Cottonwood Creek (Task Completed and all task-related deliverables completed as stated in Exhibit "A," Exhibit "H," Exhibit "J," Exhibit "L" and Exhibit "N" and accepted by the City).

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET FOR
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

MONTH / DATE / YEAR	DOLLAR AMOUNT	TASK COMPLETED
January 19, 2009 through December 24, 2010	\$ 7,510.00	Reimbursement of Direct Expenses within the line-item amounts as stated in Exhibit "M" and consistent with the Guidelines as stated in Exhibit "D."
TOTAL CONSULTANT'S FEE (NOT-TO-EXCEED)	\$ 281,415.50	

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

- | | |
|---|----------------------|
| 1. Design Revisions. | \$ 167,143.00 |
| 2. Section 404 Permit Application Revisions. | \$ 32,400.00 |
| 3. <u>Total Basic Services (Lump-Sum, Not-to-Exceed).</u> | <u>\$ 199,543.00</u> |

B. Special Services.

- | | |
|--|---------------------|
| 1. Additional Surveying Services (Lump Sum). | \$ 11,705.50 |
| 2. Additional Geotechnical Services (Lump Sum). | \$ 33,967.00 |
| 3. Environmental Review (Cost-Plus, Not-to-Exceed). | \$ 11,550.00 |
| 4. Section 404 Offsite Mitigation Feasibility,
Cottonwood Creek (Cost-Plus, Not-to-Exceed). | \$ 14,640.00 |
| 5. Irrigation Design (Lump Sum). | \$ 2,500.00 |
| 6. <u>Total Special Services (Lump Sum and/or Cost-Plus,
Not-to-Exceed).</u> | <u>\$ 74,362.50</u> |

EXHIBIT "O"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET FOR
SCOPE OF ADDITIONAL SERVICES, DATED DECEMBER 17, 2009

C. Direct Expenses.

1. Mileage Reimbursement.	\$ 1,510.00
2. In-House Reproductions.	\$ 2,900.00
3. In-House Plotting.	\$ 2,200.00
4. Postage, Mail, Delivery Service.	\$ 900.00
5. <u>Total Direct Expenses (Not-to-Exceed).</u>	<u>\$ 7,510.00</u>

D. Grand Total, Amendment Number Five (Not-to-Exceed). **\$ 281,415.50**